

1. Digitally Lean B.V. ("Digitally Lean") is a limited liability company established under Dutch law, and is registered in the Dutch Chamber of Commerce with number 85090433.

2. These terms shall apply to all services performed by Digitally Lean, or persons associated with Digitally Lean. By persons associated with Digitally Lean means any person involved in carrying out an instruction on behalf of Digitally Lean, including but not limited to (i) persons working for Digitally Lean (whether as employee or otherwise), (ii) persons working for Digitally Lean as independents (whether that is through a legal entity or otherwise), (iii) shareholders of Digitally Lean (directors, companies or otherwise), (iv) persons who have previously been associated with Digitally Lean and legal successors, (v) advisors of Digitally Lean.

3. Digitally Lean is the sole provider of services to the Client, even if associated persons carry out a certain assignment on behalf of Digitally Lean. Employed or associated professionals of Digitally Lean, shall act with exclusivity, when performing their services. The applicability of Articles 7:404 and 7:407 (2) of the Dutch Civil Code is excluded. During the term of a Service Agreement and for a period of one year following its termination or expiration, Digitally Lean employees or associated persons cannot be directly or indirectly hired, solicited, or engaged with Digitally Lean Clients without a prior written consent.

4. Unless otherwise stated by Digitally Lean, a Service Agreement will be elaborated and signed by the involved parties, to specify further the conditions of the collaboration. Either party may terminate the Service Agreement without cause at any time upon at least sixty (60) days written notice. The agreement may immediately be terminated upon a breach of any material term or condition, or on the basis of unforeseen circumstances such that is not reasonably expected the service to be maintained.

5. Any liability of Digitally Lean and its associated professionals, is limited to the amount that the insurer pays out to Digitally Lean in the matter in question, plus the deductible applicable to Digitally Lean under the conditions of the policy. Where the insurer does not make payment to Digitally Lean, for whatever reason, the liability of Digitally Lean is limited to the fees charged in the matter in question, up to a maximum of 10,000 EUR. Digitally Lean may engage the services of third parties for the services to be delivered. The general terms and conditions, including the limitation of liability set out here, are also stipulated on behalf of those third parties.

6. The Client indemnifies Digitally Lean and associated professionals against all third party claims in connection with the services delivered, with the exception of claims arising from wilful misconduct or gross negligence on the part of Digitally Lean. Without prejudice to the provisions in article 6:89 of the Dutch Civil Code, any claim the Client has against Digitally Lean (on whatever grounds) is extinguished one year after the event or circumstance becomes known to the Client or could have been reasonably known by the Client; where such notification is given, a one-year limitation period, calculated from the date of the notification, applies.

7. The Client is charged monthly with the payable fee and additional costs, if any, that are incurred and not incorporated in the hourly rate (such as non-regular travel costs, software licences, representation costs). Professional fees are calculated on the basis of an hourly rate established by Digitally Lean (plus VAT when applicable), who may adjust hourly rates periodically by communicating with sixty (60) days prior to the modification.

8. Invoices of Digitally Lean are subject to a standard payment period of thirty (30) days. On delay of payment, Digitally Lean is entitled to immediately suspend or cease its activities without incurring liability to compensate for any resulting damages. Unless the client submits in written notice, within fourteen (14) days of the invoice date, with an objection to the fee charged or to the invoice in general, the fee becomes irrevocable fixed. On payment delay of an invoice in a timely manner, Digitally Lean is entitled to legal interest for commercial transactions as provided in Article 6:119 (1) of Dutch Civil Code, and is also entitled to charge extrajudicial collection costs of 15% of the principal sum.

9. Any complaints about the services performed including any disputes, shall be handled in first instance with Digitally Lean internally. If any internal complaint handling or debt collection does not lead to a solution, then all disputes of Digitally Lean will be mediated and resolved pursuant to arbitration of an impartial party with legal expertise. The legal relationship between the parties is exclusively governed by the law of The Netherlands. The Amsterdam District Court shall have jurisdiction and be competent in case a dispute is submitted to an ordinary court.

10. Communications or demands to be given or that may be given by any party to the other, shall be deemed to have been given when made in writing and delivered in person or upon receipt, if sent by a courier or email.

11. Confidential information shared between parties shall remain exclusive property of the disclosing party. All sensitive data or confidential information, will only be used for the service delivery purposes and will not be shared with third parties without permission.

12. Digitally Lean has the right to amend these terms and conditions unilaterally without the agreement or approval. In the event of substantial changes, the agreement can be terminated. Digitally Lean will give notice of the amended terms and conditions in good time and in any case at least thirty (30) days before they come into effect. If one or more terms of the agreements are found to be void or are set aside by a court of law, the remaining provisions of the agreements will retain their legal force as far as possible. Deviations from these general terms and conditions are valid only insofar as they are agreed in writing.